

# EXHIBIT A

IN THE CHANCERY COURT FOR JEFFERSON COUNTY, TENNESSEE

CHANCERY COURT  
FILED

CAROLINE SWANN-ELLIOTT, APR 28 2014  
Plaintiff,

v.

STATE FARM FIRE AND CASUALTY )  
INSURANCE COMPANY, )  
Defendant. )

2:10 P

Docket No. 14-CV-59

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**COMPLAINT**

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COMES NOW THE PLAINTIFF, by and through counsel, and for her cause of action would show this Honorable Court as follows:

**I. PARTIES**

1. Plaintiff Caroline Swann-Elliott is a resident and citizen of Jefferson County, Tennessee, residing at 1130 Squirewood Way, Dandridge, Tennessee 37725-6406.
2. Defendant State Farm Fire and Casualty Insurance Company, at all times relative to this complaint and upon information and belief, is an Illinois corporation, with its principle place of business in Bloomington, Illinois, and a business licensed to operate in and issue policies of homeowners insurance in the State of Tennessee. Defendant can be served through the Tennessee Commissioner of Commerce and Insurance at 500 James Robertson Parkway, Nashville, Tennessee 37243-0565.

**II. JURISDICTION AND VENUE**

3. Defendant is regularly engaged in commercial transactions for the purpose of providing homeowners coverage and policies within the State of Tennessee for the purposes of T.C.A. § 56-7-105(a).

4. Plaintiff's complaint sounds in contract under and by virtue of the applicable laws of the State of Tennessee for damages sustained by the Defendant's failure to properly and timely handle and pay Plaintiff's claim pursuant to the police issued to Plaintiff by Defendant.
5. Subject matter jurisdiction over this action is proper pursuant to T.C.A. § 16-11-102.
6. The residence at issue in this complaint is 1130 Squirewood Way, Dandridge, Tennessee 37725-6406, which is located in Jefferson County, Tennessee; therefore, venue for a trial on the merits in Jefferson County, Tennessee is proper in part by virtue of T.C.A. § 16-11-114.

### **III. FACTUAL ALLEGATIONS**

7. Plaintiff hereby incorporates by reference the allegations submitted in paragraphs 1 through 6 above, as if the same were fully set forth above, and further allege and complain against the Defendant as follows:
8. At all times relevant to this complaint, Plaintiff had in force a policy of homeowners insurance numbered 42-KH-9156-8 issued by the Defendant, which provided for homeowners insurance coverage for Plaintiff's residence and personal property.
9. On or about April 27, 2011, a hailstorm damaged the Plaintiff's residence and property located therein.
10. Plaintiff properly and timely notified Defendant of damage to residence and property located therein.
11. Thereafter, Plaintiff made a claim for compensation for the damage.
12. Plaintiff worked with Defendant to provide all requested information.
13. Plaintiff submitted all documents to Defendant as requested.

14. Plaintiff provided information over and above what was required by Defendant.
15. Throughout 2012, Defendant made partial payments on plaintiff's claim.
16. Throughout the claims process, Plaintiff avers that she attempted to obtain from Defendant full compensation for the damage to her residence and personal property.
17. As late as May 31, 2013, Defendant continued to make partial payments on the claim.
18. Plaintiff avers that she was unable to obtain from Defendant full compensation for the damage to her property in spite of the Plaintiff's timely payments of her insurance premium, and providing information requested, the Defendant refused to pay.
19. Plaintiff avers that recovery under policy would amount to an additional One Hundred Fifty Thousand Dollars (\$150,000) for which she seeks recovery.

NOW, THEREFORE, PREMISES CONSIDERED, Plaintiff prays for the following relief:

- A. That process issue and be served upon Defendant;
- B. That Plaintiff have judgement in the amount of not less than One Hundred Fifty Thousand Dollars (\$150,000).
- C. Plaintiff prays for a jury of twelve (12) persons to try their cause of action; and
- D. That Plaintiff have and recover such further and general relief as may be deemed appropriate in this matter at trial.

Respectfully submitted,

Scott C. Frith

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(865) 525-4000

Attorney for Plaintiff

SCOTT C. FRITH  
ATTORNEY FOR PLAINTIFF

APR 26 2014  
2:10 P

**COST BOND**

I hereby acknowledge and bind myself for the payment of all non-discretionary costs that may be adjudged herein against Caroline Swann-Elliott, the principal, in the event that the principal does not pay them.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Scott C. Frith

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Knoxville, TN 37902  
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Attorney for Plaintiff